

345 Property Owner, LLC vs. United States Postal Service

☐ Amended Enmendad

**Summons and Complaint  
Small Claims**

**Citaciones y Demandas  
Reclamos de menor cuantía**

RECEIVED

18 AUG 22 PM 3:07

U.S. ATTORNEY  
E.D. WISCONSIN

Causa no. Case No. 2018SC029156

Causa no.

Eviction 31004

Desalojo

FILED

08-21-2018

John Barrett

Clerk of Circuit Court

2018SC029156

Honorable Small

Claims Commissioner

Court

**Plaintiff:**

345 Property Owner, LLC  
1130 W Monroe St  
Chicago IL 60607-2500

**Defendant:**

United States Postal Service  
475 L'Enfant Plaza, SW, Room 6215  
Washington DC 20260-1101

If you require reasonable accommodations due to a disability to participate in the court process, please call at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

*Si necesita ajustes razonables debido a una discapacidad para poder participar en el procedimiento judicial, sírvase llamar como mínimo 10 días hábiles antes de la fecha judicial programada. Por favor tome en cuenta que el tribunal no proporciona transporte.*

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of the court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.

*Este formulario no sustituye el uso de un intérprete, ni los coloquios judiciales exigidos por la ley. Tampoco sustituye la responsabilidad del tribunal y los abogados de asegurarse de que las personas cuya comprensión del idioma inglés sea limitada entiendan por completo sus derechos y obligaciones.*

**SUMMONS CITACIÓN**

**To the Defendant(s): Para el/los demandado/s:**

You are being sued as described on the attached complaint. If you wish to dispute this matter: *Lo están demandando según lo indicado abajo. Si desea disputar este asunto:*

☒ You must appear at the time and place stated.

*Debe comparecer a la hora y en el lugar establecidos.*

☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

*Debe presentar una respuesta por escrito y proporcionar una copia al demandante o al abogado del demandante en la fecha y hora establecidas o con anterioridad a ellas.*

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

*Si no comparece ni responde, el demandante puede ganar esta causa y se puede dictar un fallo a favor de lo que el demandante esté solicitando.*

**When to Appear/File an Answer  
Fecha para comparecer/presentar una respuesta**

Date  
Fecha

10-02-2018

Time  
Hora

01:30 pm

**Place to Appear/File an Answer  
Lugar para comparecer/presentar una respuesta**

Milwaukee County Courthouse  
Room 400  
901 North 9th Street  
Milwaukee WI 53233

Clerk/Attorney Signature Firma del Actuario de Juzgado/Abogado

**Electronically Signed by John Barrett**

Date Summons Issued  
Fecha de emisión de la citación  
08-21-2018

Date Summons Mailed  
Fecha en la que se envió la citación



PRINT in BLACK ink  
ESCRIBA en LETRA DE  
MOLDE y use tinta  
NEGRA

STATE OF WISCONSIN, CIRCUIT COURT,

MILWAUKEE

COUNTY

ESTADO DE WISCONSIN, TRIBUNAL DE PRIMERA  
INSTANCIA, CONDADO DE

The plaintiff is the person  
bringing the law suit.  
El demandante es la persona  
que entabla la demanda

Enter the Plaintiff's name and  
address. If two plaintiffs are  
living at the same address,  
then the names and  
addresses may be listed  
together.

Ingrese el nombre y el  
domicilio del demandante. Si  
hay dos demandantes que  
viven en el mismo domicilio,  
puede ingresar juntos el  
nombre y el domicilio.

For more plaintiffs, check the  
"additional plaintiffs" box and  
attach another sheet with  
their names and addresses.

Para más demandantes,  
marque el casillero "otros  
demandantes" y adjunte otra  
hoja con sus nombres y  
domicilios.

Plaintiff:

Demandante:

345 PROPERTY OWNER, LLC

First name  
Nombre primero

Middle name  
Nombre segundo

Last name  
Apellido

1130 W MONROE ST

Address  
Domicilio

Address  
Domicilio

CHICAGO

IL 60607-2500

City  
Ciudad

State Zip  
Estado Código Postal

☐ See attached for additional plaintiffs.  
Ver adjunto para otros demandantes.

☐ Amended  
Enmendado

Summons and Complaint  
Citaciones y Demandas

Small Claims  
Reclamos de menor cuantía

-vs-

-versus-

Enter the case number given  
you by the clerk.  
Ingrese el número de caso  
que le haya dado el Acluario  
del Juzgado.

The defendant is the person  
or business you are suing.  
Enter the name(s) and  
address(es) of the  
defendant(s).

El demandado es la persona  
o la empresa a la que usted  
demandará. Ingrese el/los  
nombre/s y domicilio/s del/de  
los demandado/s.

For more defendants, check  
the "additional defendants"  
box and attach another sheet  
with their names and  
addresses.

Para más demandados,  
marque el casillero "Otros  
demandados" y agregue otra  
hoja con sus nombres y  
domicilios.

To: Defendant(s):

Para: Demandado(s)

UNITED STATES POSTAL SERVICE

First name  
Nombre primero

Middle name  
Nombre segundo

Last name  
Apellido

475 L'ENFANT PLAZA, SW, ROOM 6215

Address  
Domicilio

Address  
Domicilio

WASHINGTON

DC 20260-1101

City  
Ciudad

State Zip  
Estado Código Postal

☐ See attached for additional defendants.  
Ver adjunto para otros demandados.

FILED

08-21-2018

For Official Use  
Para uso oficial

John Barrett

Clerk of Circuit Court

2018SC029156

Honorable Small Claims

Commissioner Court

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JUL 22 PM 3:07  
CLERK OF CIRCUIT COURT  
STATE OF WISCONSIN

If you require reasonable accommodations due to a disability, in order to participate in the court process, please call Tim Ochnikowski at 414-278-3932 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

*Si necesita ajustes razonables debido a una discapacidad para poder participar en el procedimiento judicial, sírvase llamar como mínimo 10 días hábiles antes de la fecha judicial programada. Por favor tome en cuenta que el tribunal no proporciona transporte.*

- |  |       |
|--|-------|
| <input type="checkbox"/> Claim for money (\$10,000 or less)<br><i>Reclamo de dinero (\$10,000 o menos)</i>                 | 31001 |
| <input type="checkbox"/> Return of property (replevin)<br><i>Devolución de propiedad (Reivindicación de cosas muebles)</i> | 31003 |
| <input checked="" type="checkbox"/> Eviction<br><i>Desalojo</i>  | 31004 |
| <input type="checkbox"/> Eviction due to foreclosure<br><i>Desalojo por ejecución de hipoteca</i>                          | 31002 |
| <input type="checkbox"/> Arbitration award<br><i>Sentencia de arbitraje</i>  | 31006 |
| <input type="checkbox"/> Return of earnest money<br><i>Devolución de señal</i>   | 31008 |
| <input type="checkbox"/> Tort/Personal injury (\$5,000 or less)<br><i>Agravio/Daños Corporales (\$5,000 o menos)</i>       | 31010 |

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## SUMMONS CITACIÓN

To the Defendant(s):

*Para el/los demandado/s:*

You are being sued as described below. If you wish to dispute this matter:

*Lo están demandando según lo indicado abajo. Si desea disputar este asunto:*

- ☐ You must appear at the time and place stated,  
*Debe comparecer a la hora y en el lugar establecidos,*

AND/OR (Clerk will circle one)

*Y/O (El Actuario del juzgado marcará una)*

- ☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.  
*Debe presentar una respuesta por escrito y proporcionar una copia al demandante o al abogado del demandante en la fecha y hora establecidas o con anterioridad a ellas.*

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

*Si no comparece ni responde, el demandante puede ganar esta causa y se puede dictar un fallo a favor de lo que el demandante este solicitando.*

**When to Appear/File an Answer**

***Fecha para comparecer/  
presentar una respuesta***

Date  
*Fecha*

Time  
*Hora*

**Place to Appear/File an Answer**  
***Lugar para comparecer/presentar una  
respuesta***

RECEIVED  
 09/21/18  
 10:06 AM  
 CLERK'S OFFICE

Do not check either of these boxes.

*No marque ninguno de estos casilleros.*

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

*El actuario judicial marcará uno o ambos casilleros y hará un círculo alrededor de "Y" o "O" según el procedimiento judicial local.*

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

*El actuario judicial marcará lo que tiene que hacer usted y le proporcionará la fecha, hora y lugar para presentarse y/o responder.*

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

*Nota: Deje las fechas en blanco; el actuario judicial o el abogado del demandante las ingresarán.*

Clerk/Attorney Signature  
*Firma del Actuario de Juzgado/Abogado*

Date Summons Issued  
*Fecha de emisión de la citación*

Date Summons Mailed  
*Fecha en la que se envió la citación*

# COMPLAINT DEMANDA

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## Plaintiff's Demand:

### *Demanda del demandante:*

The plaintiff states the following claim against the defendant(s):

*El demandante realiza la siguiente demanda contra el/los demandado/s:*

#### 1. Plaintiff demands judgment for: (Check as appropriate)

*El demandante exige un fallo por: (Marcar lo que corresponda)*

☐ Claim for Money \$ \_\_\_\_\_

*Reclamo de dinero*

☐ Tort/Personal injury \$ \_\_\_\_\_

*Agravio/Daños Corporales*

☒ Eviction

*Desalojo*

☐ Eviction due to foreclosure

*Desalojo por ejecución de hipoteca*

☐ Return of property (replevin) (Describe property in 2 below.)

*Devolución de propiedad (reivindicación de cosas muebles) (Describa los bienes en el punto 2 abajo.)*

*(Not to include Wis. Stats. 425.205 actions to recover collateral.)*

*(Excluyendo las acciones en virtud de las leyes de Wisconsin 425.205 para la recuperación de bienes dados en garantía.)*

☐ Return of Earnest Money

*Devolución de señal*

☐ Confirmation, vacation, modification or correction of arbitration award.

*Confirmación, anulación modificación o corrección de sentencia arbitral.*

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.  
*Más intereses, costos, honorarios legales, de existir, y toda otra asistencia que el tribunal considere adecuada.*

#### 2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

*Breve declaración de fechas y hechos: (Si es una acción de desalojo y busca el resarcimiento de dinero, debe también indicar ese reclamo en este formulario.)*

Provide copy of attachments for court and defendant(s).

See attached additional information.

☐

*Ver adjunto para información adicional. Proporcione copia de adjunto para el tribunal y el/los demandado/s.*

Briefly explain the facts and why the court should award you what you are asking for.  
*Explique brevemente los hechos y por qué el tribunal debería otorgarle lo que está pidiendo.*

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

Para acciones de desalojo: si busca el resarcimiento de dinero, también debe indicar el reclamo en este formulario. Si no sabe todavía el monto exacto de resarcimiento de dinero, indique que el monto de resarcimiento de dinero todavía no se puede determinar.

If you need more room, check this box and attach additional sheets.  
*Si necesita más lugar, marque este casillero y adjunte hojas adicionales.*



**STOP!**  
**¡PARE!**

**Take this document to a Notary Public BEFORE you sign it.**  
**Lleve este documento a un Notario Público ANTES de firmarlo.**

After you have been sworn by a Notary Public, sign and print your name and date the document in front of the Notary Public.

*Una vez que haya jurado ante el escribano público, firme, escriba su nombre en imprenta y coloque la fecha en el documento frente al escribano público.*

Enter your or your attorney's phone number.

*Ingrese su número telefónico o el de su abogado.*

An attorney must enter his or her State Bar Number, law firm and address.

*Un abogado debe ingresar su número de inscripción en el Colegio de Abogados, nombre de la firma de abogados y dirección.*

**Verification:** Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

**Verificación:** Declaro bajo juramento que la demanda precedente es verdadera, excepto con respecto a aquellos asuntos basados en información y creencias, y en cuanto a esos asuntos, creo que son verdaderos.

I am: ☐ plaintiff. ☒ attorney for the plaintiff.

Soy: demandante. abogado del demandante.

Signature of Plaintiff or Attorney <i>Firma del demandante o abogado</i>	Date <i>Fecha</i>	Attorney's State Bar Number <i>Número de inscripción del abogado en el Colegio de Abogados</i>
<i>Arci L. Niemitz</i>	8/21/18	1102411
Plaintiff's/Attorney's Telephone Number <i>Teléfono del demandante/abogado</i>	Law Firm and Address <i>Bufete de abogados y domicilio</i>	
(414) 277-5870	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2350 Milwaukee, WI 53202	

Have the Notary Public sign, date, and seal the document.

*Solicite al Escribano Público que firme, feche y selle el documento.*

**COPIES:** For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

**COPIAS:** Para cada persona a la que está demandando, realice dos copias de este original firmado, con todos los adjuntos, y llévelas al secretario del juzgado.

Subscribed and sworn to before me

*Firmó y juró ante mí el*

on August 21, 2018

*[Signature]*  
Notary Public, State of Wisconsin  
*Escribano público, Estado de Wisconsin*

(Seal)

My commission expires: is permanent

*Mi matrícula profesional vence:*

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

RECEIVED  
MILWAUKEE COUNTY  
18 AUG 22 PM 3:08  
U.S. ATTORNEY  
E.D. WISCONSIN

345 PROPERTY OWNER, LLC,

Plaintiff,

v.

Case No. \_\_\_\_\_

UNITED STATES POSTAL SERVICE

Case Code: 31004 Eviction

Defendants.

---

**SUPPLEMENT TO THE SUMMONS AND COMPLAINT FOR EVICTION**

---

345 Property Owner, LLC (the "Owner") states the following supplement to the Summons and Complaint for Eviction against the United States Postal Service ("USPS"):

**NATURE OF THE DISPUTE**

1. Effective April 1, 1970, the Owner and USPS entered into a lease (the "Lease") whereby the USPS would lease from the Owner the property commonly known as 345 West St. Paul Avenue, Milwaukee, Wisconsin 53203 (the "Property").
2. A true and correct copy of the Lease is attached hereto as Exhibit 1.
3. Pursuant to its terms, the Lease has been renewed several times, and is effective to this day.
4. While the Lease refers to the lessee as the United States of America, pursuant to 39 USC § 2002(c)(5), USPS became the lessee in lieu of the United States of America.
5. On or about April 26, 2018, Owner sent USPS a letter to point out deficiencies in maintenance of the building in violation of Section 7(a) of the lease and requested action.

6. Owner did not receive a response to the letter.
7. On or about July 10, 2018, Owner sent a notice of default to USPS pursuant to Wis. Stat. § 704.17(3) in accordance with § 704.21(1)(d) allowing until August 15, 2018, to remediate the deficiencies in breach of the lease (the "Default Notice").
8. A true and correct copy of the Default Notice is attached here to as Exhibit 2.
9. USPS, through Attorney Kathleen Raven Gurrola, in an email dated July 11, 2018, replied that USPS was looking into taking action to remedy the breach (the "July Email").
10. A true and correct copy of the July Email is attached hereto as Exhibit 3.
11. To this day, the Owner has received no further responses from USPS to the Default Notice.
12. Further, to this day, USPS has not taken reasonable steps to remedy the default and proceeded with reasonable diligence.
13. Section 7(a) of the Lease states as follows:

"[USPS] shall, unless herein specified to the contrary, keep the [Property] in good repair and tenantable condition...The term "repair" as used in this subparagraph includes repairs of every character, exterior and interior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, replacements and renewals...[USPS's] responsibilities as stated herein shall be fulfilled at such time and in such manner as it considers necessary to keep the [Property] in proper condition."
14. USPS has failed to comply with Section 7(a) of the Lease.
15. USPS has failed to take reasonable steps to remedy the default.
16. USPS is in default of the Lease.

**WHEREFORE**

Owner, asks the Court to issue a writ of eviction, an order for damages, and such other relief as the Court may deem appropriate.

Dated this 21st day of August, 2018.

*electronically signed by Averil A. Niemuth*

QUARLES & BRADY LLP

Eric J. Van Schyndle (1076063)

Averil A. Niemuth (1102411)

411 East Wisconsin Avenue, Suite 2350

Milwaukee, WI 53202

Telephone: (414) 277-5155

Facsimile: (414) 978-8294

Email: eric.vanschyndle@quarles.com

*Attorneys for Plaintiff 345 Property Owner, LLC*



*Milwaukee*

POST OFFICE DEPARTMENT  
LEASE

1. This LEASE, made and entered into this 1st day of April, 1970, by and between Olaf Knudsen, whose address is 735 North Water Street, Milwaukee, Wisconsin 53202, for his heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government, whose address is c/o Postmaster General of the United States, Washington, D. C. 20260.

WITNESSETH: The parties hereto for consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises and improvements thereupon erected for exclusive use and occupancy for postal purposes, viz:

See attached Exhibits "A" and "B".

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 1, 1970 and ending March 31, 2000.

4. The Government shall pay the Lessor an annual rental of One Million, Eight Hundred Twenty-Four Thousand and 00/100 Dollars (\$1,824,000.00), payable in equal installments at the end of each calendar month.

5. This Lease may be renewed, at the option of the Government, for the following separate and consecutive terms and at the following annual rentals:

- (a) First renewal term option.....5 years at \$1,824,000.00 per annum 3/31/05
- (b) Second renewal term option....5 years at \$1,824,000.00 per annum 3/31/10
- (c) Third renewal term option.....5 years at \$1,824,000.00 per annum 3/31/15
- (d) Fourth renewal term option....5 years at \$1,091,850.00 per annum
- (e) Fifth renewal term option.....5 years at \$1,091,850.00 per annum
- (f) Sixth renewal term option....5 years at \$1,091,850.00 per annum
- (g) Seventh renewal term option...5 years at \$1,008,000.00 per annum
- (h) Eighth renewal term option....5 years at \$1,008,000.00 per annum

All other terms and conditions of this Lease shall remain the same. The Government will give 90 days prior written notice of exercise of any renewal term option.

APR 29 1970  
RECORDED AT  
522258  
Image 2834812  
All Exhibits  
Register of Deeds

3990

DUPLICATE

6. The Government shall have the option to purchase the fee simple title to the leased premises, including the underlying land, at the following respective times and prices:

- (a) At end of basic 30-year lease term.....\$26,000,000.00
- (b) At end of first 5-year renewal term option.....\$26,000,000.00
- (c) At end of second 5-year renewal term option.....\$26,000,000.00
- (d) At end of third 5-year renewal term option.....\$26,000,000.00
- (e) At end of fourth 5-year renewal term option.....\$19,500,000.00
- (f) At end of fifth 5-year renewal term option.....\$19,500,000.00
- (g) At end of sixth 5-year renewal term option.....\$15,600,000.00
- (h) At end of seventh 5-year renewal term option.....\$15,600,000.00
- (i) At end of eighth 5-year renewal term option.....\$14,300,000.00

in accordance with any applicable Federal statutes in effect now or hereafter while this Lease is in effect; provided, however, that the Government shall give the Lessor notice of election to purchase at least one year in advance of the respective times set out next above.

7. (a). The Government shall, unless herein specified to the contrary, keep the demised premises in good repair and tenable condition, except that the Government shall not be obligated to repair the demised premises in the event of total or partial damage thereto or destruction thereof caused by fire or other casualty or calamity, Acts of God, acts of the public enemy, or acts of a stranger, the repair of which said damage or destruction shall remain the obligation of the Lessor. The term "demised premises" as used in this subparagraph includes the improvements thereon and the appurtenances thereto, and any and all equipment and fixtures furnished and to be furnished by the Lessor under this Lease. The term "repair" as used in this subparagraph includes repairs of every character, exterior and interior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, replacements and renewals. Repairs resulting from defects in building construction or installation of equipment, fixtures and appurtenances furnished by the Lessor, of which notice is given to the Lessor during the first year of the Lease term, shall be the responsibility of the Lessor, except that repair of latent defects occurring before occupancy by the Government shall remain the responsibility of the Lessor regardless of time of their discovery by the Government or any action taken or omitted by the Government. The Government's responsibilities as stated herein shall be fulfilled at such time and in such manner as it considers necessary to keep the demised premises, equipment, fixtures, improvements and appurtenances in proper condition.

(b) It is mutually understood and agreed that lubrication mechanical equipment incidental to maintenance and servicing of vehicles, to be furnished and installed by the Lessor, shall be maintained and serviced by the Government. Further, whenever the Government shall decide that any of the items of lubrication mechanical equipment can no longer be maintained economically, such items of equipment shall be removed from the premises by the Lessor promptly upon the request of and without cost to the Government. The Government, at its election and its sole expense, may replace any such equipment thus removed with other suitable equipment and install the same in the demised premises, which equipment so placed in or upon or attached to the premises shall be and remain the property of the Government, and may be removed therefrom by the Government prior to the termination of the lease or any renewal thereof; the Government to repair any damage to the demised premises caused by such removal.

(c) The Government shall pay for heat, custodial services, and all utilities, including water and sewerage service, during the lease term and all renewal terms.

(d) During the term of the Lease and any renewals thereof, the Post Office Department will reimburse the Milwaukee Railroad for the Lessor's proportion of the share of the cost for the maintenance of the access easement described in the easement agreement, Exhibit "C". The Post Office Department reserving the right to negotiate and approve all such costs with the Milwaukee Railroad prior to their accomplishment and subsequent billing to the Lessor. Reimbursement to the Railroad for such portion of the maintenance costs will be made directly by the Post Office Department to the Railroad on August 1st of each calendar year. In addition, the Post Office Department agrees that it will assume and perform all of Lessor's obligations under and pursuant to that certain easement agreement (Exhibit "C") dated December 18, 1968, by and between the Milwaukee Railroad and Lessor, which Agreement was recorded in the office of the Registrar of Deeds for Milwaukee County, Wisconsin, on December 20, 1968, as Document No. 4436371 except those obligations and liabilities arising under Paragraph 9 of the said easement agreement.

8. The Government may sublet all or any part of the premises or assign this Lease but shall not be relieved from any obligation under this Lease by reason of any such subletting or assignment.

9. The Government shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Prior to expiration or termination of this Lease the Government shall, if required by the Lessor by notice in writing sixty days in advance of such termination, restore the premises to as good condition as that existing at the time of entering upon the same under this Lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

10. (a) If any building or any part of it on the leased property becomes unfit for use for the purposes leased under circumstances which require the Lessor to repair as provided in paragraph 7 hereof, the Lessor shall put the same in a satisfactory condition for the purposes leased to the satisfaction of the Government. If the Lessor does not repair or restore the property as aforesaid, the Government in its discretion may cancel this Lease, PROVIDED, HOWEVER, that no such Lease cancellation action will be taken by the Government unless and until written notice is given the Lessor of the defect or deficiency complained of and the Lessor has failed to start the correction or repair work within forty-five (45) days after receipt of said written notice, and has further failed to proceed with said correction or repair work in a diligent manner until it has been accomplished, and PROVIDED FURTHER, that if the Government shall become dissatisfied with the Lessor's progress in accomplishing the repairs and corrections, or if any condition or conditions occur which would otherwise give the Government the right to cancel this Lease or to incur a cost for which it could obtain reimbursement pursuant hereto, the Government will not have said right or rights unless and until written notice thereof is first given to the assignee or monays due or to become due hereunder and the mortgagee of any mortgage on the premises hereby leased, whose names and addresses have been designated to the Government by the Lessor and the Government shall have afforded such assignee and mortgagee not less than 45 days' opportunity, in addition to the aforementioned time allotted to the Lessor, to commence within such period action necessary to correct or repair the aforesaid condition or conditions, and until such mortgagee and assignee have failed to proceed with said corrections and repairs in a diligent manner until the same have been accomplished.

(b) For any period said building or any part thereof is unfit for the purposes leased on account of Lessor's failure to perform its obligations to repair hereunder, the rent shall be abated in proportion to the area determined by the Postmaster General to be rendered unavailable to the Post Office Department by reason of such condition.

(c) Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

(d) The Government agrees to afford entry into the demised premises to the Lessor and to said mortgagee or assignee of rents at all reasonable times for the purpose of making such repairs, and the Government further agrees at the time of giving any notice to the Lessor under this paragraph 10, to send a copy thereof to any mortgagee and assignee of rents hereinabove referred to.

(e) Nothing herein shall be construed to prohibit the Government, when it so elects and when the Lessor and such mortgagee and assignee fail to do so, from making the repairs and corrections to the leased property which are the obligations of the Lessor hereunder, or from at any time making emergency repairs, corrections, and replacements, which are the obligation



of the Lessor hereunder and deducting the cost thereof from the rentals due under this Lease. In making such repairs, etc., the Government shall not do or suffer anything to be done whereby the land and buildings may be encumbered by any mechanic's lien, and shall, if a mechanic's lien be filed against the said land and buildings, purporting to be for labor and material furnished, be solely responsible for discharging the same.

11. In addition to any other remedy afforded the Government by this Lease, the Government shall have the right:

(a) to obtain reimbursement from the Lessor for the excess cost to the Government of leasing such other facilities as the Postmaster General determines to be necessary to replace the building covered by this Lease, or any part thereof, being or remaining unavailable to the Government by reason of a breach of the conditions (including required repair) of this Lease, and

(b) to make repairs of the demised premises in the event the Lessor fails to do so when this Lease requires the Lessor to make such repairs; to make repairs for the account of the Lessor, and to obtain reimbursement from the Lessor for the cost thereof.

12. Anything herein to the contrary notwithstanding, it is understood and agreed that the Government will take no action to cancel this Lease in whole or in part unless and until written notice is given to the Lessor, to the assignee of moneys due or to become due hereunder, and to the mortgagee of any mortgage on the premises covered by the Lease, whose names and addresses have been given to the Government by the Lessor, and the Government shall have afforded such Lessor, assignee, and mortgagee not less than forty-five (45) days opportunity to remedy the defect, default, or noncompliance to the satisfaction of the Government. Nothing contained in this paragraph shall affect the opportunity to correct any unfit condition as and within the time set out in paragraph 10(a) hereof.

## TAX CLAUSE RIDER

13. (a) The lessor shall present to the Government the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this lease. Presentation of said tax bills shall be made in the manner set out in the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills, the Government shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly endorse said check and deliver the same to said taxing authority.
- (b) If a part of said general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Government shall be liable to pay the lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this lease.
- (c) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.
- (d) The lessor shall furnish the Government tax bills and copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to: Chief, Real Estate Branch, Facilities Division, Post Office Department, 312 Nicollet Avenue, Minneapolis, Minnesota 55425 or to such other officer as he may in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the lessor or in the names of both. The lessor upon reasonable notice and request by the Government shall join in any such proceedings, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Government and the Government hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.
- (e) In the event the lessor fails to present to the Government the general real estate tax bills within three days from the receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Government will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

# EQUAL OPPORTUNITY CLAUSE

14. The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246, dated September 24, 1965 (30 F.R. 12319).

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The curative period set out in paragraphs 10a and 12 of the Lease does not control or govern the curative period which has or may be determined upon as proper in connection with this paragraph 14.

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POB Form  
Feb 1964 1421

OCT. 30. 2006 12:57PM

GLENORA COMPANY

REEL 528 IMAGE 790

NO. 027 P. 10/10

15. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the Lease be for the general benefit of such corporation or company.

16. The Lessor shall comply with the terms and conditions of the last stated paragraphs (1) and (2) of the Resolution, File Number 63-2093, duly adopted by the Common Council of the City of Milwaukee on February 22, 1966, a certified copy of which Resolution is attached as Exhibit "n".

17. The Lessor shall, at his expense, have this Lease recorded in the proper recording office.

18. It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by Olaf Knudsen and accepted by the Government on July 1, 1966, including any amendments or modifications thereto, are made a part of this Lease and are to be complied with as though fully set forth herein.

IN WITNESS WHEREOF the parties hereto have signed and sealed these presents as of the date first written above.

WITNESSES:

*Olaf Knudsen*  
Olaf Knudsen  
*Eleanor Knudsen*  
Joiner by Spouse  
Eleanor Knudsen  
*Bonnie Kubicki*  
Bonnie Kubicki

THE UNITED STATES OF AMERICA

By:

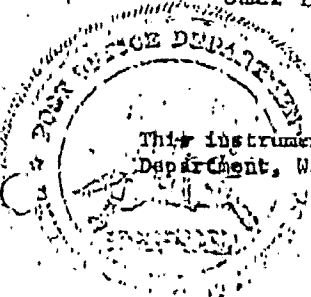
*John P. Tracy*  
John P. Tracy

Title:

Chief, Leasing Operations Branch  
(Contracting Officer)

WITNESS:

*Omer L. Holmes*  
Omer L. Holmes



This instrument was prepared by Omer Holmes, Realty Specialist, Post Office Department, Washington, D. C. 20260

Page 8 of 8

*Assistant General Counsel*  
Real Property & Leasing  
Procurement Division





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Writer's Direct Dial: 414.277.5155  
E-Mail: eric.vanschyndle@quarles.com

July 10, 2018

**VIA UPS OVERNIGHT**

United States Postal Service  
Attn: Esther Tinort  
Contracting Officer  
PO Box 27497  
Greensboro, NC 27498-1103

United States Postal Service  
Attn: Kathleen Gurrola  
Attorney, Procurement & Property Law  
475 L'Enfant Plaza, SW, Room 6215  
Washington, DC, 20260-1101  
[kathleen.r.gurrola@usps.gov](mailto:kathleen.r.gurrola@usps.gov)

**RE: NOTICE OF DEFAULT PURSUANT TO WIS. STAT. § 704.17(3) -  
CURE BY AUGUST 15, 2018**

Dear Contracting Officer Tinort:

This firm represents 345 Property Owner, LLC (the "Landlord"), Landlord for the property located at 341 West St. Paul Avenue, Milwaukee, Wisconsin (the "Property"). As you likely know, on or about April 1, 1970, the United States Postal Service ("USPS") and the Landlord's successor entered into the Lease for the Property (the "Lease" attached as Exhibit A).

**This letter is notice that the USPS is in default of the Lease, and has until August 15, 2018, to cure the default.**

As you likely know, the Lease is currently in the third renewal term, which extends until March 31, 2020. As I understand it, the USPS recently exercised the renewal option from April 1, 2020 until March 31, 2025.

As you may further know, USPS has contracted with EMCOR Customer Solutions Center to run the USPS Landlord Maintenance Program. Specifically, EMCOR is charged with ensuring that the Property shall remain in good repair and tenantable condition.

On September 13, 2017, the Landlord received correspondence from EMCOR which stated "Maintenance Required" at the Property (the "EMCOR Notice" which is attached as Exhibit B). Specifically, the EMCOR Notice identifies an itemized list of needed repairs as follows:

**Call 2178639 – Problem 2706441: There is grass, moss, plants, bird droppings and debris all over the roof. There are a couple roof leaks on the north side. Need roof maintenance and repairs.**

# NOTICE OF DEFAULT

July 10, 2018

Page 2

The EMCOR Notice goes on to request that the repairs be done no later than October 13, 2017. After receiving the EMCOR Notice the Landlord immediately contacted EMCOR to inform them that, pursuant to the Lease, the identified repairs are the responsibility of the USPS. EMCOR agreed, but has since failed to complete the identified work.

On or about March 9, 2018, the Landlord toured the Property, and observed the following conditions:

1. North Roof: Covered in moss, plants, birds and bird droppings (consistent with the EMCOR Notice);
2. First floor Coffered Ceilings: Safety netting has been installed under all exterior concrete coffered ceilings;
3. Maintenance Shop Ceiling: Safety netting has been installed under the entire maintenance shop concrete ceiling;
4. Second floor concrete drive floor: Epoxy coating has worn away and water is infiltrating the concrete slab and dripping to floors below;
5. East ramp: Obvious signs of concrete deterioration.

Further, roof maintenance and repairs are likely needed, as are maintenance and repairs to the sea wall. Moreover, the above list is not exhaustive as a professional assessment of the property is likely required to ensure the Property is in good repair and tenantable.

On or about April 16, 2018, the Landlord sent the letter attached as Exhibit C to the USPS (the "Letter"). The Letter indicated concern for the above noted deficiencies in the Property, and requested all reports and analysis that USPS has, or had, regarding the condition of the Property, and USPS's timeline and plans to repair and maintain the deficiencies. To my knowledge, the Landlord has never received a response to the Letter. Also to my knowledge, the above noted deficiencies remain unrepaired, and thus the Property is not in good repair and is not in tenantable condition.

As you likely know, pursuant to Section 7(a) of the Lease:

[USPS] shall, unless herein specified to the contrary, keep the [Property] in good repair and tenantable condition...The term "repair" as used in this subparagraph includes repairs of every character, exterior and interior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, replacements and renewals...[USPS's] responsibilities as stated herein shall be fulfilled at such time and in such manner as it considers necessary to keep the [Property] in proper condition.

NOTICE OF DEFAULT

July 10, 2018

Page 3

As identified in the EMCOR Letter, the USPS is in default under the Lease, having failed to comply with Section 7(a) of the Lease (the "Default"). Thus, pursuant to Wisconsin Statutes Section 704.17(3), this is Notice that the USPS is in Breach of the Lease due to the Default, and now has until August 15, 2018, to remediate the defects, and remedy the Default.

Landlord reserves all rights under the Lease, and expressly disclaims that any forbearance or other pattern and practice between Tenant and Landlord has, or shall have, alter the express terms of the Lease, unless expressly agreed to in writing by Landlord.

Please contact me, or have your counsel do so, as soon as possible in order to coordinate a transition.

Very truly yours,



Eric J. Van Schyndle

cc: Paul S. Frye (via email at [paul.s.frye@usps.gov](mailto:paul.s.frye@usps.gov))  
Sarah D. Reece (via email at [sarah.d.reece@usps.gov](mailto:sarah.d.reece@usps.gov))



RECEIVED JUL 10 1970

RECEIVED JUL 10 1970

*[Handwritten signature]*

POST OFFICE DEPARTMENT  
LEASES

1. This LEASE, made and entered into this 1st day of April, 1970, by and between Olaf Knudsen, whose address is 735 North Water Street, Milwaukee, Wisconsin 53202, for his heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government, whose address is c/o Postmaster General of the United States, Washington, D. C. 20260.

WITNESSETH: The parties hereto for consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises and improvements thereupon erected for exclusive use and occupancy for postal purposes, viz:

See attached Exhibits "A" and "B".

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 1, 1970 and ending March 31, 1980.

4. The Government shall pay the Lessor an annual rental of One Million, Eight Hundred Twenty-Four Thousand and 00/100 Dollars (\$1,824,000.00), payable in equal installments at the end of each calendar month.

5. This Lease may be renewed, at the option of the Government, for the following separate and consecutive terms and at the following annual rentals:

- (a) First renewal term option.....5 years at \$1,824,000.00 per annum 3/31/05
- (b) Second renewal term option.....5 years at \$1,824,000.00 per annum 3/31/10
- (c) Third renewal term option.....5 years at \$1,824,000.00 per annum 3/31/15
- (d) Fourth renewal term option.....5 years at \$1,091,850.00 per annum
- (e) Fifth renewal term option.....5 years at \$1,091,850.00 per annum
- (f) Sixth renewal term option.....5 years at \$1,091,850.00 per annum
- (g) Seventh renewal term option.....5 years at \$1,008,000.00 per annum
- (h) Eighth renewal term option.....5 years at \$1,008,000.00 per annum

All other terms and conditions of this Lease shall remain the same. The Government will give 90 days prior written notice of exercise of any renewal term option.

APR 29 1970

4522258

RECORDED AT 11:52 AM  
ON APR 29 1970  
FBI - MILWAUKEE  
INDEXED  
FILED

3990

Page 1 of 8

DUPLICATE

24

341 W. SAINT PAUL AVENUE  
MILWAUKEE, WI

EXHIBIT A



6. The Government shall have the option to purchase the fee simple title to the leased premises, including the underlying land, at the following respective times and prices:

- (a) At end of basic 30-year lease term.....\$26,000,000.00
- (b) At end of first 5-year renewal term option.....\$26,000,000.00
- (c) At end of second 5-year renewal term option.....\$26,000,000.00
- (d) At end of third 5-year renewal term option.....\$26,000,000.00
- (e) At end of fourth 5-year renewal term option.....\$19,500,000.00
- (f) At end of fifth 5-year renewal term option.....\$19,500,000.00
- (g) At end of sixth 5-year renewal term option.....\$15,600,000.00
- (h) At end of seventh 5-year renewal term option.....\$13,600,000.00
- (i) At end of eighth 5-year renewal term option.....\$14,300,000.00

in accordance with any applicable Federal statutes in effect now or hereafter while this Lease is in effect; provided, however, that the Government shall give the Lessor notice of election to purchase at least one year in advance of the respective times set out next above.

7. (a). The Government shall, unless herein specified to the contrary, keep the demised premises in good repair and tenable condition, except that the Government shall not be obligated to repair the demised premises in the event of total or partial damage thereto or destruction thereof caused by fire or other casualty or calamity, Acts of God, Acts of the public enemy, or acts of a stranger, the repair of which said damage or destruction shall remain the obligation of the Lessor. The term "demised premises" as used in this subparagraph includes the improvements thereon and the appurtenances thereto, and any and all equipment and fixtures furnished and to be furnished by the Lessor under this Lease. The term "repair" as used in this subparagraph includes repairs of every character, exterior and interior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, replacements and renewals. Repairs resulting from defects in building construction or installation of equipment, fixtures and appurtenances furnished by the Lessor, of which notice is given to the Lessor during the first year of the Lease term, shall be the responsibility of the Lessor, except that repair of latent defects occurring before occupancy by the Government shall remain the responsibility of the Lessor regardless of time of their discovery by the Government or any action taken or omitted by the Government. The Government's responsibilities as stated herein shall be fulfilled at such time and in such manner as it considers necessary to keep the demised premises, equipment, fixtures, improvements and appurtenances in proper condition.

(b) It is mutually understood and agreed that lubrication mechanical equipment incidental to maintenance and servicing of vehicles, to be furnished and installed by the Lessor, shall be maintained and serviced by the Government. Further, whenever the Government shall decide that any of the items of lubrication mechanical equipment can no longer be maintained economically, such items of equipment shall be removed from the premises by the Lessor promptly upon the request of and without cost to the Government. The Government, at its election and its sole expense, may replace any such equipment thus removed with other suitable equipment and install the same in the demised premises, which equipment so placed in or upon or attached to the premises shall be and remain the property of the Government, and may be removed therefrom by the Government prior to the termination of the lease or any renewal thereof; the Government to repair any damage to the demised premises caused by such removal.

(c) The Government shall pay for heat, custodial services, and all utilities, including water and sewerage service, during the lease term and all renewal terms.

(d) During the term of the Lease and any renewals thereof, the Post Office Department will reimburse the Milwaukee Railroad for the Lessor's proportion of the share of the cost for the maintenance of the excess easement described in the easement agreement, Exhibit "C". The Post Office Department reserving the right to negotiate and approve all such costs with the Milwaukee Railroad prior to their accomplishment and subsequent billing to the Lessor. Reimbursement to the Railroad for such portion of the maintenance costs will be made directly by the Post Office Department to the Railroad on August 1st of each calendar year. In addition, the Post Office Department agrees that it will assume and perform all of Lessor's obligations under and pursuant to that certain easement agreement (Exhibit "C") dated December 18, 1968, by and between the Milwaukee Railroad and Lessor, which Agreement was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on December 20, 1968, as Document No. 4436371 except those obligations and liabilities arising under Paragraph 9 of the said easement agreement.

8. The Government may sublet all or any part of the premises or assign this Lease but shall not be relieved from any obligation under this Lease by reason of any such subletting or assignment.

9. The Government shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Prior to expiration or termination of this Lease the Government shall, if required by the Lessor by notice in writing sixty days in advance of such termination, restore the premises to as good condition as that existing at the time of entering upon the same under this Lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

10. (a) If any building or any part of it on the leased property becomes unfit for use for the purposes leased under circumstances which require the Lessor to repair as provided in paragraph 7 hereof, the Lessor shall put the same in a satisfactory condition for the purposes leased to the satisfaction of the Government. If the Lessor does not repair or restore the property as aforesaid, the Government in its discretion may cancel this Lease, PROVIDED, HOWEVER, that no such Lease cancellation action will be taken by the Government unless and until written notice is given the Lessor of the defect or deficiency complained of and the Lessor has failed to start the correction or repair work within forty-five (45) days after receipt of said written notice, and has further failed to proceed with said correction or repair work in a diligent manner until it has been accomplished, and PROVIDED FURTHER, that if the Government shall become dissatisfied with the Lessor's progress in accomplishing the repairs and corrections, or if any condition or conditions occur which would otherwise give the Government the right to cancel this Lease or to incur a cost for which it could obtain reimbursement pursuant hereto, the Government will not have said right or rights unless and until written notice thereof is first given to the assignee or monies due or to become due hereunder and the mortgagees of any mortgage on the premises hereby leased, whose names and addresses have been designated to the Government by the Lessor and the Government shall have afforded such assignee and mortgagees not less than 45 days' opportunity, in addition to the aforementioned time allotted to the Lessor, to commence within such period action necessary to correct or repair the aforesaid condition or conditions, and until such mortgagee and assignee have failed to proceed with said corrections and repairs in a diligent manner until the same have been accomplished.

(b) For any period said building or any part thereof is unfit for the purposes leased on account of Lessor's failure to perform its obligations to repair hereunder, the rent shall be abated in proportion to the area determined by the Postmaster General to be rendered unavailable to the Post Office Department by reason of such condition.

(c) Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

(d) The Government agrees to afford entry into the demised premises to the Lessor and to said mortgagee or assignee of rents at all reasonable times for the purpose of making such repairs, and the Government further agrees at the time of giving any notice to the Lessor under this paragraph 10, to send a copy thereof to any mortgagee and assignee of rents hereinabove referred to.

(e) Nothing herein shall be construed to prohibit the Government, when it so elects and when the Lessor and such mortgagee and assignee fail to do so, from making the repairs and corrections to the leased property which are the obligations of the Lessor hereunder, or from at any time making emergency repairs, corrections, and replacements, which are the obligation

of the Lessor hereunder and deducting the cost thereof from the rentals due under this Lease. In making such repairs, etc., the Government shall not do or suffer anything to be done whereby the land and buildings may be encumbered by any mechanic's lien, and shall, if a mechanic's lien be filed against the said land and buildings, purporting to be for labor and material furnished, be solely responsible for discharging the same.

11. In addition to any other remedy afforded the Government by this Lease, the Government shall have the right:

(a) to obtain reimbursement from the Lessor for the excess cost to the Government of leasing such other facilities as the Postmaster General determines to be necessary to replace the building covered by this Lease, or any part thereof, being or remaining unavailable to the Government by reason of a breach of the conditions (including required repair) of this Lease, and

(b) to make repairs of the demised premises in the event the Lessor fails to do so when this Lease requires the Lessor to make such repairs; to make repairs for the account of the Lessor, and to obtain reimbursement from the Lessor for the cost thereof.

12. Anything herein to the contrary notwithstanding, it is understood and agreed that the Government will take no action to cancel this Lease in whole or in part unless and until written notice is given to the Lessor, to the assignee of moneys due or to become due hereunder, and to the mortgagee of any mortgage on the premises covered by the Lease, whose names and addresses have been given to the Government by the Lessor, and the Government shall have afforded such Lessor, Assignee, and mortgagee not less than forty-five (45) days opportunity to remedy the defect, default, or noncompliance to the satisfaction of the Government. Nothing contained in this paragraph shall affect the opportunity to correct any unfit condition as and within the time set out in paragraph 10(a) hereof.

TAX CLAUSE RIDER

13. (a) The lessor shall present to the Government the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this lease. Presentation of said tax bills shall be made in the manner and to the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills, the Government shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly endorse said check and deliver the same to said taxing authority.
- (b) If a part of said general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Government shall be liable to pay the lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this lease.
- (c) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.
- (d) The lessor shall furnish the Government tax bills and copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to: Chief, Real Estate  
Branch, Facilities Division, Joint Office Department, 312 Nicollet  
Avenue, Minneapolis, Minnesota 55425  
or to such other officer as he may in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the lessor or in the names of both. The lessor upon reasonable notice and request by the Government shall join in any such proceedings, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Government and the Government hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.
- (e) In the event the lessor fails to present to the Government the general real estate tax bills within three days from the receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Government will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

# EQUAL OPPORTUNITY CLAUSE

14. The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246, dated September 24, 1965 (30 F.R. 12319).

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 101 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 101 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The curative period set out in paragraphs 10a and 12 of the Lease does not control or govern the curative period which has or may be determined upon as proper in connection with this paragraph 14.



OCT. 30, 2006 12:57PM

GLENORA COMPANY  
REEL

528 MAG 790

NO. 827 P. 10/10

Lease Overview

15. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the Lease be for the general benefit of such corporation or company.

16. The Lessor shall comply with the terms and conditions of the last stated paragraphs (1) and (2) of the Resolution, File Number 65-2093, duly adopted by the Common Council of the City of Milwaukee on February 22, 1966, a certified copy of which Resolution is attached as Exhibit "D".

17. The Lessor shall, at his expense, have this Lease recorded in the proper recording office.

18. It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by Olaf Knudsen and accepted by the Government on July 1, 1966, including any amendments or modifications thereto, are made a part of this Lease and are to be complied with as though fully set forth herein.

IN WITNESS WHEREOF the parties hereto have signed and sealed these presents as of the date first written above,

WITNESSES:

Erman A. Precourt  
Erman A. Precourt  
Bonnie Kubicki  
Bonnie Kubicki

Olaf Knudsen  
Olaf Knudsen  
Eleanore Knudsen  
Joinder by Spouse  
Eleanore Knudsen

Assistant General Counsel  
Real Property & Leasing  
Procurement Division

THE UNITED STATES OF AMERICA

By:

John P. Tracy

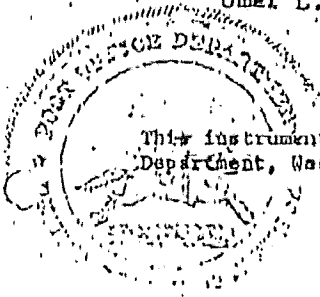
Title:

Chief, Leasing Operations Branch  
(Contracting Officer)

WITNESS:

Omar L. Holmes

Omar L. Holmes



This instrument was prepared by Omar Holmes, Realty Specialist, Post Office Department, Washington, D. C. 20260

Page 8 of 8

Lease

April 16, 2018

VIA EMAIL

Kathleen Gurrola  
Attorney, Procurement & Property Law  
United States Postal Service  
475 L'Enfant Plaza SW, Room 6215  
Washington D.C., 20260-1101  
Email: [kathleen.r.gurrola@usps.gov](mailto:kathleen.r.gurrola@usps.gov)

VIA UNITED STATES MAIL

Contracting Officer  
Facilities East  
United States Postal Service  
P.O. Box 27497  
Greensboro, NC 27498-1103

Paul S. Frye  
Email: [paul.s.frye@usps.gov](mailto:paul.s.frye@usps.gov)

Sarah D. Reece  
Email: [sarah.d.reece@usps.gov](mailto:sarah.d.reece@usps.gov)

RE: Milwaukee Post Office Location - Post Office Department Lease dated April 1, 1970 (as same may have been modified and amended; the "Lease"), by and between the United States of America ("Tenant"), and 345 Property Owner, LLC, a Delaware limited liability company ("Landlord"), concerning the Milwaukee Post Office located at 341 West St. Paul Avenue, Milwaukee, Wisconsin (the "Property").

Dear Ms. Gurrola, Mr. Frye, Ms. Reece, and the Contracting Officer:

I'm writing to you out of concerns that the Landlord has about the reported and observed conditions at the Property. If this letter is not properly directed to you, please forward this letter to the appropriate person, or please let me know to whom I should direct Landlord's concerns.

On September 25, 2017 I received the attached notice from EMCOR, the company which manages the Property for Tenant. The notice cited significant work and maintenance needed to the roof, and required such work to be completed by October 13, 2107. I immediately contacted EMCOR to inform them that, pursuant to the Lease, such repairs are the responsibility of Tenant. EMCOR acknowledged the same. I have repeatedly contacted EMCORE over the course of several months to confirm that this work had been completed. To the best of my knowledge, the work has not even commenced.

I personally toured the facility on March 9, 2018. During that tour I observed the conditions below:

- North Roof: Covered in moss, plants, birds and bird droppings. (consistent with the notice received from EMCOR). No work completed.
- First floor Coffered Ceilings: Safety netting has been installed under all exterior concrete coffered ceilings.
- Maintenance Shop Ceiling: Safety netting has been installed under the entire maintenance shop concrete ceiling
- Second floor concrete drive floor: Epoxy coating has worn away and water is infiltrating the concrete slab and dripping to floors below
- East ramp: Obvious signs of concrete deterioration

R2 Companies  
1130 W Monroe St  
Chicago, IL 60607  
P +1 312 226 9737  
[www.R2.me](http://www.R2.me)

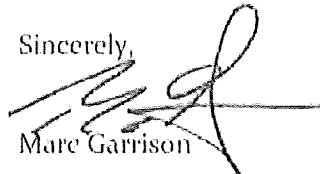
**EXHIBIT B**

As you may know, Section 7(a) of the Lease obligates Tenant to keep the Property in "good repair and tenantable condition". The condition of the roof and installation of safety netting on ceilings is very concerning to us.

I understand that an engineering study has been completed on these and other elements of the Property. Within 15 days of this Letter, please provide us with (i) all reports and analysis that the USPS's has regarding the condition of (a) the concrete ceiling, (b) the flooring, and (c) the seawall; and (ii) the USPS's timeline and plans for completing the necessary repairs and maintenance to same.

Finally, if you have any questions about this letter, or wish to discuss planned repairs, please contact me directly at 312-300-2378.

Sincerely,



Marc Garrison

Attachments

cc: Brendon I. Martin, via email



EMCOR Customer Solutions Center  
USPS Landlord Maintenance Program  
C/O EMCOR Facilities Services/JLL  
4050 East Cotton Center Blvd, Suite 40  
Phoenix, AZ 85040  
Fax: 866-705-3094

9/13/2017

CERTIFIED MAIL: 70162710000012740431  
RETURN RECEIPT REQUESTED  
And Via FIRST CLASS MAIL

RECEIVED SEP 25 2017

345 PROPERTY OWNER, LLC  
1130 W MONROE ST  
CHICAGO, IL 60607-2500

SUBJECT: MILWAUKEE P  
MILWAUKEE, WI 53203-3017

**Maintenance Required**

Dear LANDLORD:

The following is an itemized list of the needed repairs:

**Call 2178539 – Problem 2706441: There is grass, moss, plants, bird droppings and debris all over the roof. There are a couple roof leaks on the north side. Need roof maintenance and repairs.**

Please remember that any repair and alteration work involving disturbance of asbestos-containing materials (ACM) or lead-based paint (LBP) is subject to Occupational Safety and Health Administration (OSHA) requirements; other federal, state, or local requirements may also apply, depending on facility location. Please contact the undersigned immediately to discuss any known or suspected asbestos or lead issues relating to any repairs.

Please make arrangements for the repair(s), and notify the postmaster or installation head at the leased facility (tel. 4142702320) of the date to expect the repair personnel on site. For security purposes, advise individuals requiring access to any *Employee Only* areas to be prepared to show a picture ID.

**Please have this work completed no later than 10/13/2017.** Should you fail to complete the work; the Postal Service has the legal right to contract for the work, and the cost, plus any administrative fee and appropriate interest, will be reimbursed by you or deducted from your rent.

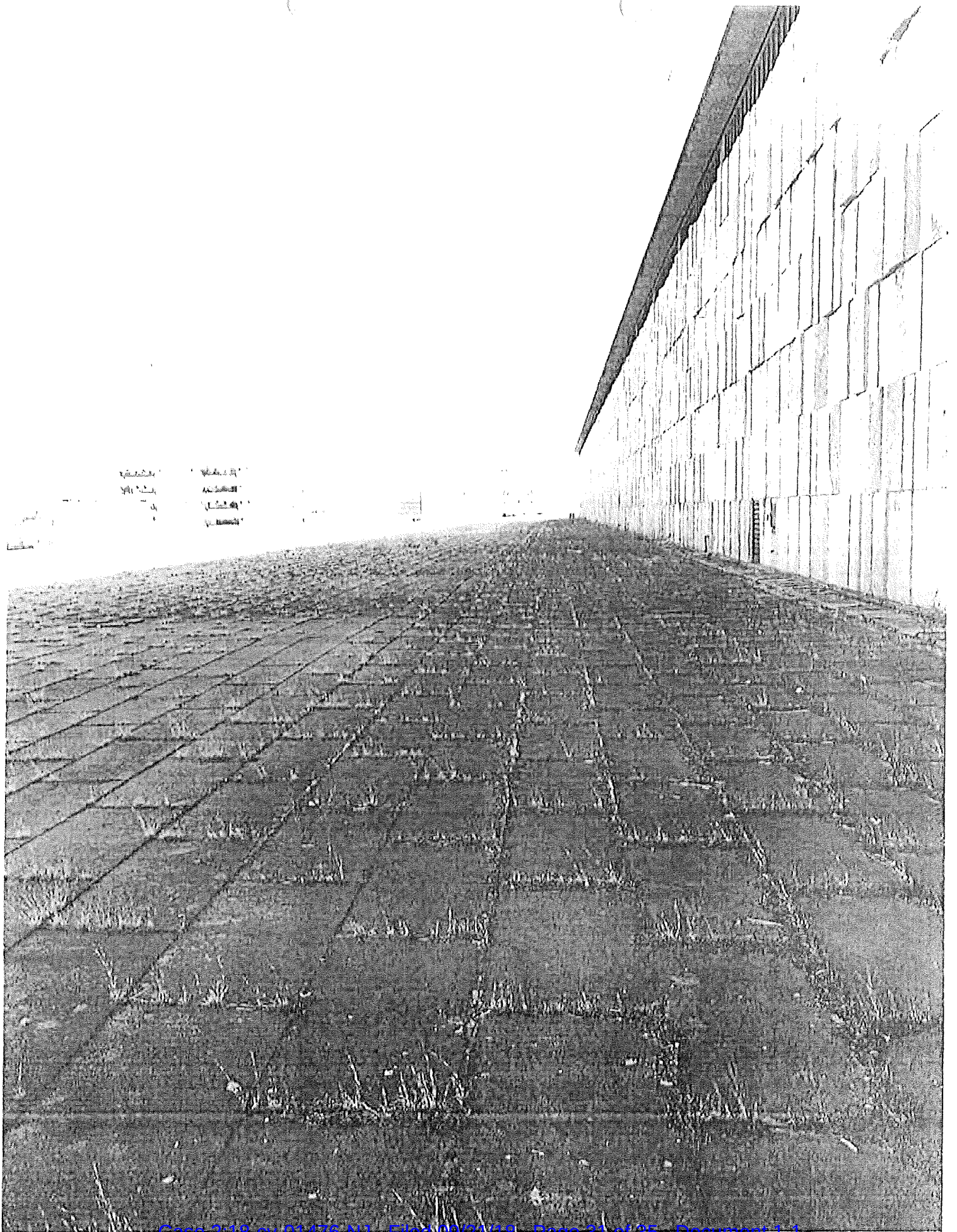
If you have any questions, please contact me by email (preferred) at [Kris.m.rauer@usps.gov](mailto:Kris.m.rauer@usps.gov) or by phone at (610) 313-4618 and reference the problem number (above) on any correspondence. Please be sure to notify me upon completion. Thank you in advance for your attention to this matter.

Sincerely,

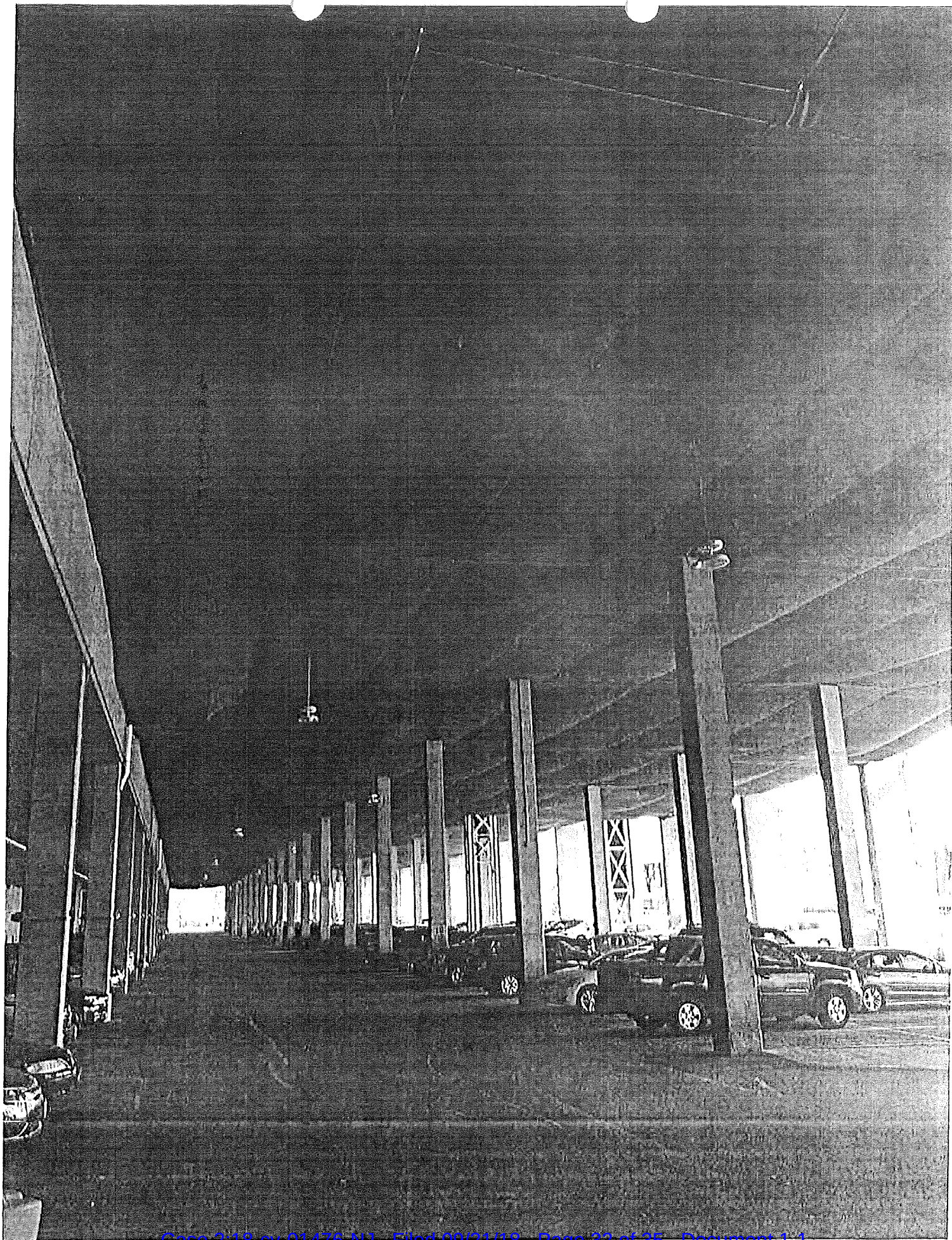
  
Kris Rauer  
USPS Landlord Maintenance Program

cc: Real Estate Specialist/Permanent Lease File





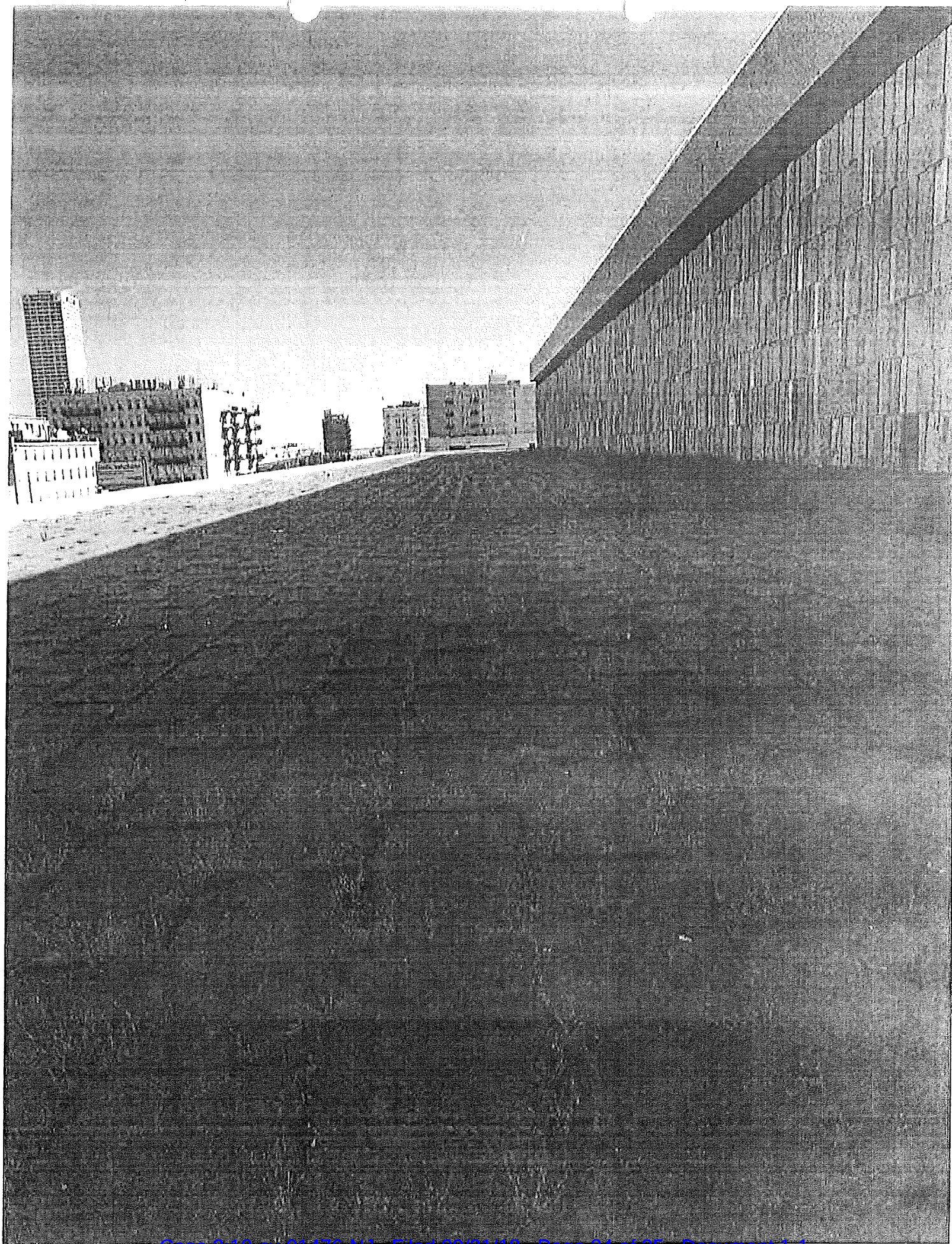














**From:** Gurrola, Kathleen R - Washington, DC  
**To:** [Van Schyndle, Eric J. \(MKE x1155\)](#)  
**Subject:** RE: Van Schyndle Contact Info - R2 [QBLLP-ACTIVE.FID39815268]  
**Date:** Wednesday, July 11, 2018 2:19:33 PM  
**Attachments:** [image001.jpg](#)

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Eric:

Per your request, the contracting officer is putting together a letter with the project description, start date and preliminary schedule to provide to your client. They are sending me a copy and I will send it to you when I have it.

Kate

Kathleen Raven Gurrola  
Attorney, Procurement & Property Law  
United States Postal Service  
475 L'Enfant Plaza SW, Room 6215  
Washington, DC 20260-1101  
[kathleen.r.gurrola@usps.gov](mailto:kathleen.r.gurrola@usps.gov)  
(202) 268-8597

**From:** Van Schyndle, Eric J. [mailto:[eric.vanschyndle@quarles.com](mailto:eric.vanschyndle@quarles.com)]  
**Sent:** Wednesday, July 11, 2018 10:34 AM  
**To:** Gurrola, Kathleen R - Washington, DC <[Kathleen.R.Gurrola@usps.gov](mailto:Kathleen.R.Gurrola@usps.gov)>  
**Subject:** [EXTERNAL] Van Schyndle Contact Info - R2 [QBLLP-ACTIVE.FID39815268]



**Eric Van Schyndle / Attorney**  
[Eric.Vanschyndle@quarles.com](mailto:Eric.Vanschyndle@quarles.com) / [LinkedIn BIO vCard](#)  
**Quarles & Brady LLP**  
411 East Wisconsin Avenue, Suite 2400 / Milwaukee, WI 53202-4426  
Office 414-277-5155 / Cell 612-236-6427 / [quarles.com](http://quarles.com)  
Assistant Patricia Premetz 414-277-5862

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